

**Notice of Acceptance by the Communications Authority of  
Commitments Offered by China Mobile Hong Kong Company  
Limited (“CMHK”) under Section 60 of the Competition Ordinance  
in relation to the Proposed Acquisition of HKBN Ltd. by CMHK**

**1 August 2025**

**BACKGROUND**

On 29 May 2025, the Communications Authority (“CA”) issued a notice under section 2 of Schedule 2 to the Competition Ordinance (Cap. 619) (“CO”) to seek representations from the industry and interested parties on CA’s intended acceptance of the commitments offered by CMHK under section 60 of the CO in relation to the proposed acquisition of HKBN Ltd. by CMHK (“Proposed Transaction”) (the “Notice of Proposed Commitments”). By the announcement dated 11 June 2025, CA extended the deadline for providing representations to the Notice of Proposed Commitments to 28 June 2025.

2. On 1 August 2025, CA published a statement announcing and elaborating its decision to accept the revised commitments offered by CMHK as set out in the **Annex** to this notice (“**Commitments**”), having considered the representations made in response to the Notice of Proposed Commitments.

**NOTICE OF ACCEPTANCE**

3. This notice is issued by CA under section 4 of Schedule 2 to the CO to give notice that CA, in exercise of its powers under section 60 of the CO, has decided to accept the Commitments and not to commence an investigation into the Proposed Transaction under section 39 of the CO.

**Communications Authority**  
**1 August 2025**

**Commitments given by  
China Mobile Hong Kong Company Limited to the  
Communications Authority pursuant to section 60  
of the Competition Ordinance (Cap. 619)**

Pursuant to section 60 of the Competition Ordinance (Cap. 619), regarding the pre-conditional voluntary general cash offer to acquire the entire issued share capital of HKBN Ltd. by China Mobile Hong Kong Company Limited (the “**Transaction**”), China Mobile Hong Kong Company Limited hereby enters into the following commitments with a view to addressing concerns about a possible contravention of the merger rule under section 3 of Schedule 7 to the Competition Ordinance.

**1. Effective Date of the Commitments**

These commitments, signed by CMHK, shall take effect from the date on which the Authority accepts them or the date on which the Transaction completes, whichever is the later (“**Effective Date**”).

**2. Definitions**

For the purpose of these commitments, the following terms shall have the following meanings:

<b>Authority</b>	means the Communications Authority established under the Communications Authority Ordinance (Cap. 616) or its successor;
<b>CMHK</b>	means China Mobile Hong Kong Company Limited, holder of UCL 002 (as of the Effective Date), together with any other entity which it controls as of the Effective Date;
<b>Effective Date</b>	has the meaning given in section 1;
<b>Group</b>	means, in relation to an entity, that entity, together with any other entity which controls, is

controlled by or is under common control with that entity;

**HKBN**

means Hong Kong Broadband Network Limited, holder of UCL 045 (as of the Effective Date), HKBN Enterprise Solutions Limited, holder of UCL 022 (as of the Effective Date), and HKBN Enterprise Solutions HK Limited, holder of UCL 028 (as of the Effective Date);

**Hong Kong**

means Hong Kong Special Administrative Region of the People's Republic of China;

**In-building System Commitment**

has the meaning given in section 3.1;

**In-building Telecommunications System**

includes but not limited to (i) any in-situ blockwiring circuits, be they copper-based or fibre-based, vertical or horizontal; (ii) lead-in ducts/cables for accessing a Relevant Building; (iii) cabinet space in the telecommunications and broadcasting equipment (TBE) room; (iv) vertical cable risers; and (v) horizontal conduits, used or capable of being used at the point in time at which a request pursuant to section 3.1 is made for the provision of fixed telecommunications services and which is owned by HKBN immediately before the Effective Date within a Relevant Building and which is available having regard to the reasonable needs of any of the Parties (or any other person who has obtained rights to use it from a Party immediately before the Effective Date);

**Interconnection**

means any connection between systems or services of a Party and a Requesting Operator or elements of such systems or services for the delivery of any communication, message or signal over the connection and, without limiting the generality of the foregoing, includes interconnection to a system, to a service, between systems, between services and between a system

and a service;

<b>Mobile Backhaul Services</b>	means the infrastructure that connects a mobile network operator's radio access network to its core network, enabling the transmission of data within a telecommunications system;
<b>Mobile Backhaul Services Agreement</b>	means an agreement entered into by HKBN with a Relevant Mobile Operator for the provision of Mobile Backhaul Services for the purposes of enabling the Relevant Mobile Operator to provide retail mobile services to end-customers in Hong Kong;
<b>Mobile Backhaul Services Commitment</b>	has the meaning given in section 3.7;
<b>Network</b>	means the fixed telecommunications network operated, established and maintained by any of the Parties in accordance with its UCL;
<b>OFCA</b>	means the Office of the Communications Authority of Hong Kong;
<b>Parties</b>	means CMHK and HKBN, each a "Party";
<b>Requesting Operator</b>	has the meaning given in section 3.2;
<b>Relevant Building</b>	means any building located in Hong Kong in which (i) HKBN has installed and owns the In-building Telecommunications System within that building immediately before the Effective Date; and (ii) the In-building Telecommunications System(s) within that building remains connected to the Network of any of the Parties after the Effective Date. For the avoidance of doubt, a Relevant Building does not include any other building(s): (i) which contains an In-building Telecommunications System(s) that is not owned by HKBN and either Party can access under the terms of a lease, license, or other access agreement

with the relevant owner of the In-building Telecommunications System; or (ii) in which HKBN installs and owns an In-building Telecommunications System(s) after the Effective Date;

**Relevant Mobile Operator** means a mobile network operator (MNO) who holds a UCL with authorisation to provide mobile services;

**UCL** means a Unified Carrier Licence issued under the Telecommunications Ordinance (Cap. 106).

### **3. In-building System and Mobile Backhaul Services Commitments**

3.1 Upon the written request of a Requesting Operator with reasonably sufficient details of its requirements, CMHK will facilitate access (or procure that HKBN facilitates access after the Effective Date) by the Requesting Operator to any element(s) of the In-building Telecommunications System of a Relevant Building on fair and reasonable terms and conditions and in line with normal commercial practice for the purposes of enabling such Requesting Operator to provide fixed telecommunications services to end-customers occupying premises within the Relevant Building (referred to as the “**In-building System Commitment**”).

3.2 For the purposes of the In-building System Commitment, a Requesting Operator is a person (i) who holds a UCL with authorisation to provide public internal fixed telecommunications services; and (ii) who, at the time at which a request pursuant to section 3.1 is made, is not providing fixed telecommunications services to any end-customers within the Relevant Building to which access has been requested from any of the Parties. For these purposes, the Party who receives the request may require the Requesting Operator to provide evidence to demonstrate that there are no other feasible means of access to that Relevant Building for the purposes of installing any elements of an in-building telecommunications system for the provision of fixed telecommunications services to end-customers within that building.

3.3 Any disputes regarding the application of the In-building System Commitment or the terms and conditions of access to In-building

Telecommunications System may be referred by CMHK or the purported Requesting Operator to the Authority for determination, provided that such purported Requesting Operator agrees in writing to be bound by the Authority's determination. If the Authority accepts such request for determination, such dispute will be determined by the Authority and shall be binding on CMHK, without prejudice to CMHK's right to exercise any other legal right or remedy that may be available to it. CMHK may provide financial and/or technical information to facilitate the Authority to make the determination.

- 3.4 The terms and conditions in a determination made pursuant to section 3.3 of these commitments may include any technical, commercial and financial terms and conditions that the Authority considers fair and reasonable, including (without limitation):
- (i) the level of, and the method of calculating, the charges that the Requesting Operator will pay to the relevant Party for the access to the elements of the In-building Telecommunications System;
  - (ii) the lead time for making the elements of the In-building Telecommunications System available to the Requesting Operator; and
  - (iii) in case of Interconnection, the points at which Interconnection is to be made as well as the technical standards and the lead time for effecting the Interconnection.
- 3.5 The charges referred to in section 3.4(i) above shall be based on the relevant reasonable costs attributable to accessing the elements of the In-building Telecommunications System. In determining the level, or method of calculation, of the relevant reasonable costs, the Authority may select from among alternative costing methods what it considers to be a fair and reasonable costing method.
- 3.6 The In-building System Commitment will continue in force until it is varied or released pursuant to section 62 of the Competition Ordinance.
- 3.7 CMHK will procure that HKBN provides or continues to provide Mobile Backhaul Services (under Mobile Backhaul Service Agreement) to Relevant Mobile Operators for three years from the Effective Date (referred to as the **“Mobile Backhaul Services Commitment”**), as follows:

- (i) HKBN shall continue to comply with the terms and conditions of existing Mobile Backhaul Services Agreements and keep the material terms and conditions unchanged, or no less favourable than those in the existing Mobile Backhaul Services Agreements, until the expiry date of each relevant Mobile Backhaul Services Agreement (subject to the proper exercise by any party to a Mobile Backhaul Services Agreement of any enforcement, variation or termination right under that Mobile Backhaul Services Agreement); and
- (ii) if any Mobile Backhaul Services Agreement expires within three years from the Effective Date, upon request in writing by the Relevant Mobile Operator concerned, CMHK shall procure that HKBN enters into a new Mobile Backhaul Services Agreement on terms and conditions no less favourable than those in the existing Mobile Backhaul Services Agreement for a term expiring no earlier than the date falling three years from the Effective Date.

3.8 For the avoidance of doubt:

- (i) Section 3.7 does not prohibit HKBN from offering terms and conditions that are more favourable (to the Relevant Mobile Operator) than those in the existing Mobile Backhaul Services Agreements; and
- (ii) to the extent HKBN may have any unilateral right of termination on notice without cause under a Mobile Backhaul Services Agreement, it would not be “proper” for the purposes of section 3.7(i) to exercise that right.

3.9 The Mobile Backhaul Services Commitment shall expire three years from the Effective Date.

#### **4. Procurement Commitment**

4.1 CMHK will use its best endeavours to procure that all entities within its Group:

- (i) act in accordance with the commitments in section 3;
- (ii) provide all such assistance to enable compliance with the commitments in section 3; and

(iii) not take any action that would be inconsistent with the commitments in section 3.

4.2 The Procurement Commitment with respect to each of the commitments will continue in force until the expiry of the relevant commitment as the case may be.

## **5. Reporting Commitment**

5.1 CMHK will submit to OFCA written reports on their compliance with the above commitments every six months, with the first such report to be submitted six months from the Effective Date and the last such report to be submitted upon the expiration of the last of the above commitments.

5.2 The Reporting Commitment with respect to each of the above commitments will continue in force until the expiry of the relevant commitment as the case may be.

## **6. General Provisions**

6.1 Any notice delivered pursuant to these commitments shall be delivered by hand, or sent by email, facsimile, registered post or pre-paid post. Any notice shall be deemed to have been received: (i) if delivered by hand, when delivered; (ii) if sent by email or facsimile, on receipt of confirmation of transmission or delivery; or (iii) if sent by pre-paid post, (in the absence of evidence of earlier receipt) three business days after posting from within Hong Kong. Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

6.2 These commitments are governed by the laws of Hong Kong and subject to the jurisdiction of the Hong Kong courts.



For and on behalf of  
China Mobile Hong Kong Company Limited

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Name:

Title:

Date: